

**AGREEMENT**  
**between**  
**COUNTY OF ATLANTIC**  
**and**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**DISTRICT COUNCIL 71**  
**LOCAL 3408**

**January 1, 2014-December 31, 2016**

**COUNTY AFFILIATION NUMBER 9**

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## 1.02 RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by this Agreement as defined and identified in Appendix A. The County and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union. The Union and the County agree that the terms and provisions hereof shall apply to all full and part time employees.

1. Included: As defined and identified in Appendix A.
2. Excluded: As defined and identified in Appendix B.
3. Definition of Terms. Unless otherwise indicated, the following when used herein, shall mean:
  - a. "Employees" refers to employees in the certified bargaining unit set forth in the PERC certification dated February 18, 1987.
  - b. "Employer" refers to the County of Atlantic.
  - c. "Local Union" refers to the constituent Local of the Union at the Department of Human Services.
  - d. "Management" refers to employees with supervisory responsibility, inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement as described in Appendix B.

### 1.03 DUES AND REPRESENTATION FEES

- A. The County agrees to deduct from the salaries of its employees subject to this Agreement dues for AFSCME, District Council #71 and its affiliate Local 3408. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974, N.J.S.A. (R.S.S., 214-15, 9E) as amended, and members shall be eligible to withdraw such authority during January and July of each year.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the County. This right of dues check-off shall be exclusive to AFSCME District Council 71.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County an official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction.
- E. The Union will provide the necessary check-off authorization forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.
- F. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of

advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

- L. The Union shall establish and maintain a procedure whereby any individual paying Agency Shop fees can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
- M. The County agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the County shall not make said deductions.
- N. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by action taken by the County in reliance upon salary deduction authorization cards or the Agency Shop assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the Council President advising of any changed deduction.

## 1.05 UNION RIGHTS

- A. Agents of the Union who are not employees of the Employer or who are employees of the County shall be permitted to visit job sites and work locations for the purpose of discussing Union matters, so long as such visitations do not interfere with the general operations of the Employer.
- B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees. Access to bulletin boards shall not be unreasonably denied, and keys where utilized shall be made available to the Union.
- C. Whenever any representative of the Union or any employee is scheduled by the Employer to participate during working hours in negotiations or grievance proceedings, such employee shall suffer no loss in pay. Whenever a third shift negotiator is scheduled to work prior to a scheduled negotiation session, the employee will have the option of relief from duty the shift prior to the negotiation session or from the shift immediately after the negotiation session without loss of pay.
- D. The Employer will give release time with pay for a total of twenty-five (25) days a year in the aggregate for Union matters, which may be taken in increments of one (1) hour. Release time not utilized within the calendar year preceding an international convention shall be carried over into the following year, to be used only for such a convention. On every alternate year two LPNs shall be given time off without loss of pay to attend the AFSCME LPN Conference. Conference attendees may be required to provide in service training regarding procedures and information ascertained at the conference.

H. The Union agrees to furnish the County with complete written lists of Union representatives, including shop stewards and chief shop stewards. The union shall update the written list every six months and shall provide a copy to management. The Union further agrees to inform the County, through the Office of Personnel, of any changes and to keep such lists current and correct at all times.

I. Whenever an employee is required to attend a PERC hearing or conference on behalf of the Union either as a grievant, a subpoenaed witness or representative of the Union, the employee shall suffer no loss of regular pay.

amendment duly executed by the County of Atlantic and AFSCME District Council 71, AFL-CIO and Local 3408.

with the implementation thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the County, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

extreme emergencies. In that instance, the employee will be given a four (4) hour paid break between the second and third shifts.

- E. All employees shall be entitled to two (2) fifteen (15) minute scheduled breaks.
- F. LPN's will have five (5) weekends off in each calendar quarter. Vacation leave and all other times off count as a weekend off. The quarterly periods shall commence March 1, June 1, September 1, and December 1. LPNs will not be scheduled to work for more than two consecutive weekends unless in the judgment of the department head or Supervisor of Nursing it is deemed necessary to accommodate a request for a specific leave.

Weekends off include vacation leave and all other time off.

### 2.03 SHIFT DIFFERENTIAL

- A. Effective January 1, 1988, eligible employees will receive a shift differential which will be paid biweekly.
- B. Eligible categories are as follows:
  1. Senior LPN and LPN - Second shift \$1 per hour, Third shift \$1 per hour.
  2. Institutional Attendant and Senior Institutional Attendant: Second - \$.90 per hour; Third shift \$1 per hour.
  3. The following titles at Meadowview shall receive the following commensurate shift differential: Building Service Worker, Building Maintenance Worker, Senior Building Service/Maintenance Worker, Dietary Aide and Food Services Worker - Second shift \$.50 per hour; Third shift \$.75 per hour. The second shift for the titles of Dietary Aide and Food Services Worker shall be 11:30 a.m. to 8:00 p.m.

## 2.05 PROMOTIONS

The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies, including shift and available permanent days off and to mail a copy of such posting to the Local Presidents and AFSCME District Council 71. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than ten (10) days, or until such vacancy is filled. Also, notification of such title changes will be given to the Presidents of the Local and AFSCME Council 71. In-house applicants who meet the Civil Service qualifications will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances.

1. When an employee is promoted, his/her salary shall be adjusted to the base salary of the new grade or a \$900.00 increase from his/her current annual salary, whichever is higher and the promotion date shall become the employee's new anniversary date, for pay purposes only.
2. All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/ she shall be returned to his/her former title, former salary, (with any negotiated increases) and anniversary date.

2. The three (3) specified holidays of New Years Day (January 1), Thanksgiving Day and Christmas Day (December 25).
3. Vacation days.
4. Compensatory Time.
5. Administrative Time.

Sick time and bereavement days will be excluded for computation of the overtime base.

D. Notwithstanding the use of language in this Article referencing "paid" overtime, an employee is entitled to receive cash compensation or compensatory time off, at their option, for all overtime hours in accordance with County policy and the Fair Labor Standards Act. No employee shall be permitted to accumulate more than **130** hours of compensatory time.

## 2.08 LPNS WORKING ALONE

A. LPN's covering two wings without another licensed staff member (including supervisors) on the unit floor on the first shift (7:00 a.m. to 3:00 p.m.) or second shift (3:00 p.m. to 11:00 p.m.) who work alone more than two hours on a shift shall be compensated for those hours worked alone by an additional premium of one-half (1/2) the employee's base hourly rate (current base salary divided by 2088 hours).

## 2.10 PRECEPTOR PROGRAM

- A. Preceptor - one who teaches, counsels, orients and supports the growth and development of an individual (a new employee) working in the same title and who will assume the same responsibilities in the work force as the one who precepts.
- B. Only one preceptor fee shall be paid for each newly hired LPN, GPN, or CNA.
- C. Assignment of preceptor duties will be at the sole discretion of the Director of Nursing.
- D. LPN/GPN Preceptor will orient to the facility new LPN's experienced LPN's and GPN'S. Preceptor fee will be paid by the county to the preceptor in the amount of \$100.00 for each experienced LPN they precept and \$125.00 for each new LPN or GPN.
- E. CNA Preceptor will orient to the facility new and experienced NA's and CNA'S. The Preceptor fee will be paid by the county to the preceptor in the amount of \$50.00 for experienced NA's and CNA's and \$75.00 for non-experienced NA's and CNA's.
- F. Notwithstanding the above language, the Union and County agree that the current status of the preceptor program shall be referred to the Labor Management Committee and any agreed upon changes shall be effectuated by the administrative directive of the department head.

## 2.12 HOLIDAYS AND ADMINISTRATIVE TIME

A. The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Three (3) Administrative Days

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. The Employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive.

C. If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day (or scheduled

be denied in the event that the department head or supervisor is confronted with a staffing shortage.

H. For newly hired full-time employees, Administrative days shall be prorated in accordance with the date of hire as follows:

<u>Date of Hire</u>	<u>Administrative Days</u>
1/1 thru 3/31	3 days
4/1 thru 6/30	2 ¼ days
7/1 thru 9/30	1 ½ days
10/1 thru 12/31	1 day

I. Part-time employees shall receive a pro-rata share of the Administrative days based upon the work week of the comparable full-time position. Temporary employees do not receive Administrative days.

J. Permanent full time LPN's of each unit per shift shall have the option to have the following rotational holidays: Thanksgiving, Christmas and New Year's Day. Part time LPNs shall work all holidays that fall on their normal scheduled days.

March of the following year. All requests after March 1<sup>st</sup> shall be responded to within 10 days unless the request is based on an emergent situation.

3. The granting of vacation leave is at all times subject to management's right to maintain efficient operations.

4. Effective January 1, 2015 earned vacation days that have not been used at the end of the calendar year may be carried over. The amount of carry-over cannot exceed the number of vacation days an employee will earn in the current year.

5. Deceased employees: Whenever an employee in classified service dies, payment shall be made for all earned and unused vacation leave, within the limits set forth in #5 above, based on the last approved compensation rate for the deceased employee.

The Union and the County agree that vacation bidding procedures/scheduling shall be discussed with the Labor Management Committee and any changes in procedures that may be agreed upon shall be effectuated by an administrative directive of the department head.

F. If a holiday occurs during the week in which vacation is taken by an employee, the days shall not be charged to annual leave.

G. An employee who becomes ill during his/her vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

H. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the

## 2.14 SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued: One working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 ¼) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. In addition, sick time shall be advanced on the following basis: after the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each year, in anticipation of continued employment, employees shall be credited with 100% of sick leave time.

C. Sick leave, for purposes herein defined, means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, or a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.

D. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) shall be paid fifty

personal message to the supervisor on duty in their facility at least one (1) hour prior to the start of the scheduled shift. If the employee does not talk with the supervisor in person, the employee shall leave a telephone number where he/she can be contacted personally by the supervisor.

4. If proper notice, as outlined above, is not given, the absence will be recorded as an unauthorized absence. An employee is responsible for calling each day of the absence unless the employee is on an approved leave of absence. Days lost to injury or illness arising from or caused by County employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article 8.C are followed. Nothing in this paragraph negates the requirement set forth in Paragraph E. above.

G. Part-time employees will receive a pro-rata share of sick leave based upon the work week of the comparable full-time position. Temporary employees are not eligible for sick leave.

H. Section 2.19 provides the terms of the Sick Leave Stipend applicable to qualifying employees.

I. "W" time for purposes of this contract shall be in accordance with the definition as set forth in Section 5.14 of the County's Policies and Procedures Manual.

J. Employees who are denied compensatory time, vacation or administrative day(s) and subsequently call out sick for the same days that were previously denied shall be required to provide a doctor's note establishing sick leave was needed for the day(s).

This requirement shall apply to all employees without consideration of an Employee's

## 2.15 STATE OF EMERGENCY

A. When an employee is physically prevented from traveling to work (when public transportation is not operating or when County vehicles are unable to transport the employee as a result of an Act of God, such as a snowstorm, or other extraordinary conditions), the employee shall be permitted to utilize administrative leave/vacation leave rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" times will be assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive declares the day a Countywide emergency day wherein all other employees receive pay, employees under this Agreement shall also be paid.

**B. Non-Essential Employees during a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County and preventing non-essential employees from working, such non-essential employees in the Union shall be paid as all other non-essential County employees who are prevented from going to work during the emergency ban on travel in Atlantic County. If non essential employees are required to remain at work during a state of emergency banning the public from traveling on the roadways of Atlantic County, such employees shall be paid in accord with the provisions for essential employees directly below.

**C. Essential Employees During a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County, essential employees required to go to work during a state of emergency banning travel on the roadways of Atlantic County, and essential employees at work who cannot leave during a state of emergency banning travel on the roadways of Atlantic County, shall receive an hour of comp time for each hour worked during the emergency ban on travel on the roadways of Atlantic County. Employees may also be entitled to payment of overtime should the employee in a given set of circumstances qualify for the payment of overtime.

## 2.16 HEALTH AND WELFARE

### A. Medical Insurance.

1. Employees and their eligible dependents shall be entitled to comprehensive medical/hospital and prescription coverage in accordance with any plans and provisions of the New Jersey State Health Benefits Plan (NJSHBP).
2. As required by New Jersey Legislation S-2937 (Chapter 78, P.L 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee's salary and the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater. The schedule in S-2937 requiring employee health benefits contributions is provided herein as Appendix D.
3. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.
4. All of the coverage outlined above shall extend through the duration of this Agreement, however, the County reserves the right to re-open this Agreement in the event changes are made in the healthcare and prescription offerings by the NJSHBP.
5. EMPLOYEE, as used herein, means a bargaining unit member who works 25 or more hours per week. Eligible dependents for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

9. Eligible employees and their families will be offered temporary extension of health coverage called continuation coverage under COBRA provisions of the NJSHPB.

10. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in the document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement available on Infoplease and from Human Resources.

B. The County will maintain its disability pool system subject to the following changes:

1. The County's decision as to employees eligibility to use the disability pool will not be arbitrarily or unreasonably denied.
2. All disability claims shall be submitted to an independent doctor mutually agreed upon by both the union and the County for evaluation and approval.
3. Employees are eligible to use the program while maintaining up to one year's worth of sick and vacation time. Only full time employees with at least one year of service shall be eligible to participate in the disability pool.
4. Employees who have previously utilized disability pool benefits may reapply for maximum pool benefits after full repayment of amounts previously used.
5. The decision to either approve or not approve entry into the disability pool in the first instance shall be with the Department Head. The Union may appeal the Department Head's decision to the Director of Human Resources who shall render a decision within 10 calendar days following receipt of the appeal. The decision of the Director of Human Resources may be challenged through the grievance process of this agreement.

## 2.18 LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in Civil Service statutes and rules and regulations except as otherwise noted herein.

C. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from regular duties may, with the approval of the Department Head and the appointing authority, be granted a special leave of absence without pay for a period not to exceed six (6) months, which may be extended for an additional six (6) months with Department Head and appointing authority approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

D. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted a leave of absence without pay to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

3. An employee shall submit written notification to his/her immediate supervisor stating the anticipated duration of the leave of absence at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the County, child-rearing leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

4. In no case shall a pregnant employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

5. While an employee is on child-rearing leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

6. Every employee has the right to return to the same position in the same classification (s)he held before going on child-rearing leave.

7. An employee who is on child-rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work due to pregnancy, as certified by a physician, and all accrued annual leave. All other periods of leave related to child-rearing leave shall be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while (s)he is on child-rearing leave without pay.

**J. FMLA.**

The County's FMLA process is contained in the County's policy which is based on Federal and State law. The policy will stay in force until State and/or Federal law changes. At that point, the County will discuss the Federal and/or State regulations with AFSCME 3408 prior to changing County policy.

**K. Education and Training.**

LPN's may be granted up to 3 days paid educational training leave per year (with registration fee paid by County); request must be submitted in writing at least 30 calendar days prior to conference and response due back in writing within 10 calendar days of request.

## 2.20 PRINTING COSTS

The Union and the County will share equally the cost of printing this Agreement.

Proofs will be shared prior to final print.

grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.

D. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

(a) The grievant or the Union shall institute action under the provisions hereof in writing, signed and delivered to the appropriate Unit Head or authorized county representative within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

If a grievance is initiated by an individual grievant at this step, the grievant shall be represented by an employee who is the shop steward or by a Union representative. (b) The Unit Head or authorized County representative shall render a decision in writing within ten (10) working days after receipt of the grievance. Failure to render a decision within this time shall be considered a denial of the grievance.

Step 2.

(a) In the event satisfactory settlement has not been reached, the grievant or the Union shall, in writing and signed, file his complaint with the Department Head within ten (10) working days following the determination at

Step 4.

(a) Any unresolved contractual grievance (as defined in B.1, Definitions, above), except matters involving appointment, promotion, or assignment or matters within the exclusive province of N.J. Civil Service Commission, may be appealed to arbitration within twenty (20) working days after the receipt of the Personnel representative's decision.

(b) Nothing in this Agreement shall be construed as compelling AFSCME Council 71 to submit a grievance to arbitration or to represent an employee before the New Jersey State Civil Service Commission. AFSCME Council 71's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

(d) The parties shall meet at least twenty (20) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(e) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this Agreement.

(k) Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

such a course is requested by the disciplined employee after consultation with the shop steward or union representative. The violation must be explained in detail. No employee may be reprimanded in public. The employee shall be given an opportunity to respond in writing in reference to the charges.

H. In the event of a disciplinary hearing, the County and the Grievant and/or Union shall provide copies of the exhibits they intend to rely upon at the hearing respectively. Copies of exhibits to be relied upon shall be provided 5 days prior to the hearing date. If exhibits become available after 5 days prior to the hearing, both parties shall make every effort to afford the other party as much notice of the material as possible.

### 3.04 PERSONNEL PRACTICES

A. The practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and Regulation and Title 11 of the New Jersey State Statute, as amended.

B. Each new employee will be given an employee handbook and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization, and of management to train employees on policies and advise of updates. Provided initial training and updating of new policies occur, failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.

C. All employees' schedules shall be posted by the 20<sup>th</sup> day of each month. In the event the 20<sup>th</sup> falls on a Saturday or Sunday, the schedule must be posted on the Friday prior to the 20<sup>th</sup>.

D. An employee has the right of access to the County's official personnel file kept for the employee, and all records as may be kept by the personnel officer or supervisor pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document in said file within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records

### 3.05 LAYOFFS

A. Layoff, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4 et seq. AFSCME District Council #71 shall be notified of an employee layoff when the employee is notified.

### 3.07 CONTINUING CONSULTATION

- A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as a means of fostering good employer/employee relations.
- B. The requests of either party for such a meeting shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.
- C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

### 3.09 PARTIES' GOOD FAITH TO ESTABLISH A PILOT PROGRAM

The parties will continue to work toward developing a six month pilot program designed for LPN scheduling to provide regular days off in the context of a every other weekend off schedule. Such a program will be developed by Union and Management . If mutually determined to be feasible, the parties will work together to implement a new scheduling system.

### 3.11 DURATION AND TERMINATION

- A. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016.
- B. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to commence negotiations.
- C. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.
- D. Negotiations shall begin no later than December 1 of the last year of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals  
the day and year first set forth above, and agree to abide by all the terms and conditions  
as set forth herein.

**COUNTY OF ATLANTIC**

Dennis Levinson  
County Executive  
Date:

James F Ferguson  
County Counsel  
Date: 2/24/16

**AFSCME 3408**

Name:  
Title:  
Date:

Name:  
Title:  
Date:

Name:  
Title:  
Date:

Name:  
Title:  
Date:

*Mattie Harrell*  
Name:  
Title: *Ex-DIR*  
Date: *2/22/16*

**AFSCME District Council 71**

Name: Mattie Harrell, International Vice  
Title: President/Executive Director  
Date:

## APPENDIX B

### EXCLUSIONS

- A. All employees covered by another bargaining unit and/ or subject to another bargaining agreement.
- B. Elected officials, members of board and commissions, managerial executives and confidential employees within the terms of the Public Employment Relations Commission or unclassified.
- C. All supervisory employees having the power to hire, discharge or discipline, or to effectively recommend same, unless specifically identified by title in the Inclusions.
- D. All professional job titles, unless specifically identified in the Inclusions.

## APPENDIX D

### **HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)\***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-84,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

*(Charts are continued on next page)*

